

**DEPARTMENT OF REAL ESTATE**

PO Box 187000

Sacramento, CA 95818-7000

916 227-0770



January 28, 2009

David R. Medlin, Attorney  
One Kaiser Plaza, Suite 1305  
Oakland, CA 94612

Re: Advance Fee Agreement

This letter will acknowledge our receipt of the revised advance fee agreement and accounting format you submitted on behalf of Access Modification Group Inc on January 15, 2009.

The Department has no objection to the broker's use of the advance fee agreement and accounting format as submitted.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that the broker may subsequently wish to use will require our prior review, as well. This includes press releases and announcements related to the broker's advance fee activities.

This letter does not constitute, nor may the broker make any representation that the Department of Real Estate has endorsed or approved any aspect of the broker's business activities.

Sincerely,

Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section

C: Access Modification Group Inc  
Michael J. Zugar, Designated Officer  
16002 Los Gatos Blvd  
Los Gatos, CA 95032

**Section 1.03. Deposit of Fees to Client Trust Account.** If, upon conclusion of the No Obligation Consultation described in the preceding Section 1.02, Client wishes for Broker to provide any additional services, then Client shall be required to deposit with Broker the sum of Three Thousand Nine Hundred Ninety Five Dollars (\$3,995.00) on \_\_\_\_\_, (*Insert date*), which sum shall be deposited into the Access Modification Group Client Trust Account, number 3802-078588 at Wells Fargo Bank, 16100 Los Gatos Boulevard, Los Gatos, CA 95032, on or before \_\_\_\_\_ (*Date. Insert Date which is no later than three business days following the date of receipt*).

**Notice: The amount or rate of fees specified in this Agreement for services is not fixed by California law. Fees are set or established by each broker individually and are subject to negotiation between Client (principal) and Broker.**

\_\_\_\_\_  
*Client Initials*

\_\_\_\_\_  
*Client Initials*

**Section 1.04 Loan Modification Package Submission.** If Client's Mortgage Lender engages in loan modifications, if there is a reasonable expectation that Client may qualify for a loan modification, and if Client desires to engage Broker, Broker will work with Client to understand the loan modification process and to assemble and complete all documentation, forms and information needed for Client's Mortgage Lender to consider offering Client a Modification. This includes:

- Review the loan modification process with Client
- Review with Client possible workout options
- Review and analyze Client's current pay stubs to derive an average net income
- Review and compare Client's bank statements, two-year income taxes and year-to-date pay stubs for financial hardship
- Preparation of financial worksheet with Client's monthly income and debts
- Review and analyze current market value of Client's Real Property
- Preparation of hardship letter for Client
- Compile documents and information needed for Loan Modification Package, including financials, hardship letter and financial work sheet
- Submission of Loan Modification Package to appropriate department at Client's Mortgage Lender
- Follow up with Client's Mortgage Lender to confirm receipt of Loan Modification Package
- Review Client's Loan Modification Package with Client's Mortgage Lender, as needed

All of the services described in this Section 1.04 shall be provided and concluded on or before \_\_\_\_\_, (*insert date which is 30 days after the date Agreement is entered into*).

Upon completion of the services described in Section 1.04 above, a fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall have been earned by Broker. By signature below, Client authorizes and agrees that Broker shall pay itself this amount from Client's funds held in the Access Modification Group Client Trust Account. However, no payment shall be disbursed to Broker until at least five (5) days after Broker has provided Client with a verified accounting as described in Section 1.07 below.

**Section 1.05. Follow-up with Client's Mortgage Lender.** After the submission of a Loan Modification Package as described in the preceding Section 1.04, Broker will work with Client's Mortgage Lender, staying in regular contact with both Client and Client's Mortgage Lender, until Client's Mortgage Lender makes a final decision with respect to the request for a Modification. This will include:

- Regular contact with Client's Mortgage Lender and Client, and negotiating on Clients behalf until completion
- Securing updated pay stubs and bank statements from Client, as needed
- Review of monthly updated pay stubs and bank statements from Client to confirm financials have not changed since submission of Loan Modification Package
- Review with Client the pros/cons of any modification/workout resolution offered by Client's Mortgage Lender
- Assess, with Client, Client's financial ability for repayment of Client's Mortgage Loan, if modified per offered terms
- Securing Client's notarized signatures, as necessary, on any Loan Modification Agreement accepted by Client
- Provide Client and Mortgage Lender with copy of fully executed Loan Modification Agreement
- Confirm receipt by Mortgage Lender of accepted Loan Modification Agreement

"Modification," as used herein, shall mean a workout solution and/or outcome reached with Client's Mortgage Lender, including any one or more of the following:

- a. securing a reduced or fixed interest rate on Client's Mortgage Loan; or,
- b. securing a conversion of a fixed interest rate to an adjustable rate, either temporarily or permanently; or,
- c. securing a principal reduction on Client's Mortgage Loan; or,
- d. securing elimination, reduction or alternative payment obligations, or securing a repayment plan or some form of forbearance or workout arrangement, for any payment obligations on Client's Mortgage Loan which are past due.

All of the services described in this Section 1.05 shall be provided and concluded on or before \_\_\_\_\_, *(insert date which is 90 days after the date Agreement is entered into).*

Upon completion of the services described in this Section 1.05, a fee of Two Thousand Seven Hundred Forty Five Dollars (\$2,745.00) shall have been earned by Broker, if and only if, Client's Mortgage Lender offers Client: (a) a reduced or fixed interest rate on Client's Mortgage Loan; or, (b) a conversion of a fixed interest rate to an adjustable rate, either temporarily or permanently, on Client's Mortgage Loan; or, (c) a principal reduction on Client's Mortgage Loan; or, (d) elimination, reduction or alternative payment obligations, or a repayment plan, or some form of forbearance or workout arrangement, for any payment obligations on Client's Mortgage Loan which are past due. By signature below, Client authorizes and agrees that Broker shall pay itself from Client's funds held in the Access Modification Group Client Trust Account. However, no payment shall be made until at least five (5) days after Broker has provided Client with a verified accounting as described in Section 1.07 below.

**Section 1.06. Refund of Fees.** Fees not earned by Broker in accordance with the terms of this Agreement, shall be refunded to Client, without cost or deduction of any kind.

**Section 1.07. Verified Accounting.** Broker shall provide Client with verified accountings of the disposition of Client's funds from the Access Modification Group Client Trust Account. Such verified accountings will be provided at least once each quarter and again when Broker has completed the Services pursuant to this Agreement. Each accounting shall be in the form of Exhibit B attached hereto, and shall provide the following information:

1. Client's name;
2. The name of each agent who has provided services to Client pursuant to this Agreement;
3. a description of services provided by Broker to date;
4. identification of the Client Trust Account into which Client's funds have been deposited;
5. that \$3,995.00 was collected from Client on \_\_\_\_\_ (*insert date deposit received from Client pursuant to Section 1.03*); and,
6. a description of all disbursements of Client's funds from the Access Modification Group Client Trust Account, including the date of each such disbursement and the recipient thereof.

**Section 1.08. Term.** Client may terminate this Agreement, at any time, with or without cause. This Agreement shall automatically terminate on \_\_\_\_\_, (*insert date which is 90 days after the date Agreement is entered into*). Upon termination of this Agreement, for any reason, any and all unearned funds shall be refunded to Client, without cost or deduction of any kind.

## **Article 2. Services Which are Not Covered by this Agreement**

**Section 2.01. Mortgage Brokerage Services.** By signature below, Client acknowledges that the Services to be provided by Broker pursuant to this Agreement are limited to those specifically set forth in Article 1. Should Client elect to utilize the mortgage brokerage services of Broker in connection with the making or arranging of a mortgage loan, any such mortgage brokerage services would not be covered by this Agreement and would be the subject of a separate and different fee arrangement.

**Section 2.02. Real Estate Brokerage Services.** By signature below, Client acknowledges that the Services to be provided by Broker pursuant to this Agreement are limited to those specifically set forth in Article 1. Should Client elect to utilize the real estate brokerage services of Broker in connection with the listing, selling and/or purchase of real property, including but not limited to Client's real property, any such real estate brokerage services would not be covered by this Agreement and would be the subject of a separate and different agreement, including a separate and different fee arrangement.

## **Article 3. Cooperation of Client**

**Section 3.01. Full Disclosure.** By signature below, Client represents and warrants to Broker that all information provided by Client to Broker has been, and shall be, in all respects true and correct, to the best of Client's knowledge and belief.

**Section 3.02. Contact Information.** At all times during the term of this Agreement, Client agrees to keep Broker fully informed of Client's contact information, including telephone number, e-mail address if available, and current home and mailing addresses.

## **Article 4. Binding Arbitration**

Arbitration is the referral of a dispute to one or more impartial persons for final and binding determination. It is private and informal, designed for quick, practical, and inexpensive settlements. Arbitration is an orderly proceeding, governed by the rules of procedure and standards of conduct prescribed by law. It is agreed by Broker and Client as follows:

a. Any controversy or claim arising out of or relating to this Agreement and/or the relationship by and between Client and Broker, shall be resolved by binding arbitration. The arbitration shall be conducted in the county where Client's Real Property is located, or the County in which the nearest JAM's office is located, before a sole arbitrator in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment upon any award rendered by such arbitrator shall be binding and final and may be entered in any court of competent jurisdiction.

b. Client has been advised, understands and agrees that this "Binding Arbitration" provision is intended to bar and has the legal effect of barring any suit in the courts, with the exception of the enforcement of an arbitrator's award or judgment, between Client and Broker and effectively constitutes a waiver of the right to trial by jury.

- c. Broker agrees to pay the arbiter's fee, if and when required by law to do so.

**I/WE HAVE READ AND UNDERSTAND THE FOREGOING NOTICE AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "BINDING ARBITRATION" PROVISION TO NEUTRAL BINDING ARBITRATION.**

**Client**

**Broker**

By: \_\_\_\_\_  
*Client signature*

By: \_\_\_\_\_  
Michael J. Zugar,  
Broker/Designated Officer

**Client**

By: \_\_\_\_\_  
*Client signature*

#### **Article 5. Miscellaneous**

**Section 5.01. Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of laws principles.

**Section 5.02. Amendment.** Except as set forth herein, this Agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing which makes reference to this Agreement and which is signed by Client and Broker.

**Section 5.03. Severability.** If any provision in this Agreement is determined to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be of full force and effect.

**Section 5.04. Execution in Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is agreed that a signed copy of this Agreement transmitted by facsimile transmission shall be binding upon the sending party to the same extent as a signed original of this Agreement.

**Section 5.05. Authority to Contract and Bind.** The undersigned persons each represent that he/she is authorized and has the legal capacity to enter into this Agreement.

**Notice: California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.**

\_\_\_\_\_  
*Client Initials*

\_\_\_\_\_  
*Client Initials*

**CLIENT CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.**

\_\_\_\_\_  
*Client Initials*

\_\_\_\_\_  
*Client Initials*

This Agreement is to be performed at Los Gatos, California.

**AGREED AND ACCEPTED:**

Dated: \_\_\_\_\_

Broker

**AGREED AND ACCEPTED:**

Dated: \_\_\_\_\_

Client

\_\_\_\_\_  
Michael J. Zugar,  
Real Estate Broker/Designated Officer

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*

**AGREED AND ACCEPTED:**

Dated: \_\_\_\_\_

Client

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*

**Exhibit A**  
**Advance Fee Summary**

As set forth in the preceding Agreement, Broker agrees to:

Assess whether Client's Mortgage Lender engages in loan modifications. If so, assist Client in assessing whether Client may qualify for a loan modification, in accordance with such lender's requirements and guidelines. Such assistance and assessment is made by reviewing Client's income documentation and by preparing a financial worksheet as to Client's current financial status.

If Client's Mortgage Lender will not engage in loan modifications; or,  
If it is determined that Client will not qualify for a loan modification; or,  
If for any reason Client does not wish to proceed, Client will owe no fee to Broker, which will then terminate its services

If, upon conclusion of the consultation described above and in Section 1.02, Client wishes for Broker to provide any additional services, then Client shall be required to deposit the sum of Three Thousand Nine Hundred Ninety Five Dollars (\$3,995.00) into the Access Modification Group Client Trust Account identified in Section 1.03. Thereafter, Broker agrees to provide the following services, in accordance with and pursuant to the preceding Agreement:

If Client's Mortgage Lender engages in loan modifications, if there is a reasonable expectation that Client may qualify for a loan modification, and if Client desires to engage Broker, Broker will work with Client to understand the loan modification process and to assemble and complete all documentation, forms and information needed for Client's Mortgage Lender to consider offering Client a Modification, all as set forth in Section 1.04 above. Once completed, Broker will submit a Loan Modification Package to Client's Mortgage Lender.

\$ 1,250.00

After the submission of a Loan Modification Package as described above and in Section 1.04, Broker will work with Client's Mortgage Lender, staying in regular contact with both Client and Client's Mortgage Lender, and negotiating on Client's behalf, until Client's Mortgage Lender makes a final decision with respect to the request for a Modification, all as set forth in Section 1.05 above. An offer from Client's Mortgage Lender of any of the following will constitute a Modification:

As to (a), (b), (c) or (d) as set forth on following page:

\$ 2,745.00



- a. a reduced or fixed interest rate on Client's Mortgage Loan; or,
- b. a conversion of a fixed interest rate to an adjustable rate, either temporarily or permanently, on Client's Mortgage Loan; or,
- c. a principal reduction on Client's Mortgage Loan; or,
- d. elimination, reduction or alternative payment obligations, or a repayment plan, or some form of forbearance or workout arrangement, for any payment obligations on Client's Mortgage Loan which are past due.

**Total Potential Fee**

**\$ 3,995.00**

We have read, understood and agreed to the preceding Exhibit A - Advance Fee Summary.

**AGREED AND ACCEPTED:**

**AGREED AND ACCEPTED:**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*

\_\_\_\_\_  
*Print Client Name*

**Exhibit B**  
**Advance Fee Accounting**

Dated: \_\_\_\_\_

1. Client: \_\_\_\_\_

Client: \_\_\_\_\_

2. Name of Broker agent(s) providing services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of services provided by Broker to date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lender Name \_\_\_\_\_

Lender Address \_\_\_\_\_

\_\_\_\_\_

Loan Account Number \_\_\_\_\_

Date Loan Modification Package submitted: \_\_\_\_\_

4. Identification of the Broker Client Trust Account into which Client's funds have been deposited:

Access Modification Group Client Trust Account # 3801-078588 located at:

Wells Fargo Bank  
16100 Los Gatos Boulevard  
Los Gatos, CA 95032

5. The total amount of funds collected from Client is \$ 3,995.00.

6. Description of all disbursements of Client's funds from the Access Modification Group Client Trust Account, including the date of each such disbursement and the recipient thereof:

Date	Recipient	Amount
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Balance/Refund	\$	_____
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I attest that the above accounting is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ at Los Gatos, California.

\_\_\_\_\_  
Michael J. Zugar.  
Broker/Officer

**DEPARTMENT OF REAL ESTATE**

PO Box 187000

Sacramento, CA 95818-7000

916 227-0770



December 24, 2008

David R. Medlin, Attorney  
One Kaiser Plaza, Suite 1305  
Oakland, CA 94612

Re: Advance Fee Agreement


This letter will acknowledge our receipt of the advance fee agreement and accounting format submitted on behalf of Ameritec Capital on December 10, 2008.

The Department has no objection to the broker's use of the advance fee agreement and accounting format as submitted.

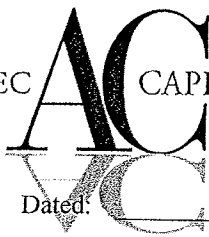
Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

  
Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section

C: Ameritec Capital  
Michael J. Zugar, Designated Officer  
16002 Los Gatos Blvd  
Los Gatos, CA 95032



## BORROWER AUTHORIZATION

Dated: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to the provisions of California Civil Code Section 2923.5(f), the undersigned do hereby appoint Ameritec Capital, acting by and through its employees, staff, attorneys and agents, as the authorized agent of the undersigned, to act on behalf of the undersigned, with respect to loan negotiation, modification and/or forbearance services concerning the following real property:

\_\_\_\_\_  
\_\_\_\_\_

As necessary to carry out the above, Ameritec Capital, acting by and through its employees, staff, attorneys and agents, is expressly authorized, on behalf of the undersigned, to:

1. Communicate with my creditors, obtain any information regarding my accounts or debts that I may owe, including for example the account balances, payment history, verification of the account and any other information necessary to allow Mortgage Holdings, Inc., to evaluate and formulate settlement or payment offers on my behalf.

2. Make good faith settlement or payment offers on my behalf.

This authorization shall expire six (6) months from the date above unless rescinded in writing prior to that date.

\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Print Name*\_\_\_\_\_  
*Print Name*\_\_\_\_\_  
*Social Security Number*\_\_\_\_\_  
*Social Security Number*\_\_\_\_\_  
*Date of Birth*\_\_\_\_\_  
*Date of Birth*

Ameritec Capital - Borrower Authorization

California Civil Code Section 2923.5(f)

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18.doc

FCP

.. Authorization 12

Page 1 of 1



## MORTGAGE LOAN MODIFICATION AGREEMENT

This Mortgage Loan Modification Agreement ("Agreement") is made on \_\_\_\_\_ (Date), by and between Ameritec Capital, a California corporate real estate broker ("Broker"), and \_\_\_\_\_ and \_\_\_\_\_ (individually and collectively, "Client"). The purpose of this Agreement is to set forth a specific and complete description of all services to be provided by Broker to Client, and to set forth all fees to be charged by Broker for such services.

### Article 1. Description of Services and Fees

**Section 1.01. Mortgage Loan.** Broker will use its best efforts to assist Client in preparing and submitting to Client's Mortgage Lender, as that term is defined below, such information and materials as Client's Mortgage Lender may require in order to consider offering Client a "Modification," as that term is described herein, of Client's "Mortgage Loan." The term Mortgage Loan shall mean and refer to the following loan:

Client's Mortgage Lender: \_\_\_\_\_

Mortgage Lender's Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Mortgage Lender's Loan Account Number: \_\_\_\_\_

Loan Balance: \$ \_\_\_\_\_

Address of Client's Real Property: \_\_\_\_\_

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State and Zip Code*

**Section 1.02. No Obligation Consultation.** At no obligation, Broker will determine whether Client's Mortgage Lender engages in loan modifications. If so, Broker will assist Client in assessing whether Client may qualify for a loan modification, in accordance with such lender's requirements and guidelines. Such assistance and assessment is made by reviewing Client's income documentation, including tax returns and pay stubs. If Broker determines that Client's Mortgage Lender will not offer loan modifications, or if it is determined that Client will not qualify for a loan modification, or if for any reason Client does not wish to proceed, Client will owe no fee to Broker, which will then terminate its services and no fee shall be due to, or collected by, Broker. The services described in this Section 1.02 shall be provided and concluded on or before \_\_\_\_\_, (insert date which is no more than 10 days after the date Agreement is entered into).

**Section 1.03. Deposit of Fees to Client Trust Account.** If, upon conclusion of the No Obligation Consultation described in the preceding Section 1.02, Client wishes for Broker to provide any additional services, then Client shall be required to deposit with Broker the sum of Three Thousand Four Hundred and Ninety Five Dollars (\$3,495.00) on \_\_\_\_\_, (Insert date), which sum shall be deposited into the Ameritec Client Trust Account, number 3802-078513, at Wells Fargo Bank, 16200 Los Gatos Blvd., Los Gatos, CA 95032, on or before \_\_\_\_\_ (Date. Insert Date which is no later than three business days following the date of receipt).

**Notice: The amount or rate of fees specified in this Agreement for services is not fixed by California law. Fees are set or established by each broker individually and are subject to negotiation between Client (principal) and Broker.**

\_\_\_\_\_  
Client Initials

\_\_\_\_\_  
Client Initials

**Section 1.04 Loan Modification Package Submission.** If Client's Mortgage Lender engages in loan modifications, if there is a reasonable expectation that Client may qualify for a loan modification, and if Client desires to engage Broker, Broker will work with Client to understand the loan modification process and to assemble and complete all documentation, forms and information needed for Client's Mortgage Lender to consider offering Client a Modification. This includes:

- Review the loan modification process with Client
- Review with Client possible workout options
- Review and analyze Client's current pay stubs to derive an average net income
- Review and compare Client's bank statements, two-year income taxes and year-to-date pay stubs for financial hardship
- Preparation of financial worksheet with Client's monthly income and debts
- Review and analyze current market value of Client's Real Property
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- Compile documents and information needed for Loan Modification Package, including financials, hardship letter and financial work sheet
- Submission of Loan Modification Package to appropriate department at Client's Mortgage Lender
- Follow up with Client's Mortgage Lender to confirm receipt of Loan Modification Package
- Review Client's Loan Modification Package with Client's Mortgage Lender, as needed

All of the services described in this Section 1.04 shall be provided and concluded on or before \_\_\_\_\_, (insert date which is 30 days after the date Agreement is entered into).

on completion of the services described in Section 1.04 above, a fee of Seven Hundred and Fifty Dollars (\$750.00) shall have been earned by Broker. By signature below, Client authorizes and agrees that Broker shall pay itself this amount from Client's funds held in the Ameritec Capital Client Trust Account. However, no payment shall be disbursed to Broker until at least five (5) days after Broker has provided Client with a verified accounting as described in Section 1.07 below.

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- Regular contact with Client's Mortgage Lender and Client, and negotiating on Clients behalf until completion
- Securing updated pay stubs and bank statements from Client, as needed
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- Review with Client the pros/cons of any modification/workout resolution offered by Client's Mortgage Lender
- Assess, with Client, Client's financial ability for repayment of Client's Mortgage Loan, if modified per offered terms
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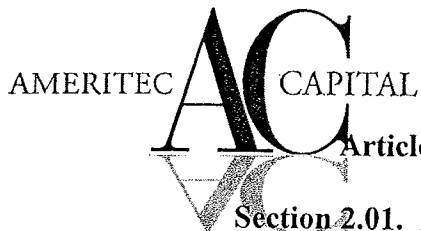
"Modification," as used herein, shall mean a workout solution and/or outcome reached with Client's Mortgage Lender, including any one or more of the following:

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**I/WE HAVE READ AND UNDERSTAND THE FOREGOING NOTICE AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "BINDING ARBITRATION" PROVISION TO NEUTRAL BINDING ARBITRATION.**

**Client**

**Broker**

By:

*Client signature*

By:

Michael J. Zugar,  
Broker/Designated Officer

**Client**

By:

*Client signature*

#### **Article 5. Miscellaneous**

**Section 5.01. Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of laws principles.

**Section 5.02. Amendment.** Except as set forth herein, this Agreement may not be amended or modified orally and no provision of this Agreement may be waived or amended except in a writing which makes reference to this Agreement and which is signed by Client and Broker.

**Section 5.03. Severability.** If any provision in this Agreement is determined to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be of full force and effect.

**Section 5.04. Execution in Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is agreed that a signed copy of this Agreement transmitted by facsimile transmission shall be binding upon the sending party to the same extent as a signed original of this Agreement.

**Section 5.05. Authority to Contract and Bind.** The undersigned persons each represent that he/she is authorized and has the legal capacity to enter into this Agreement.

AMERITEC NOTICE: California Civil Code Section 2945.4 prohibits any real estate licensee from timing, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.

\_\_\_\_\_  
*Client Initials*

\_\_\_\_\_  
*Client Initials*

**CLIENT CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY.**

\_\_\_\_\_  
*Client Initials*

\_\_\_\_\_  
*Client Initials*

This Agreement is to be performed at Los Gatos, California.

**AGREED AND ACCEPTED:**

Dated:

Broker

\_\_\_\_\_  
Michael J. Zugar,  
Real Estate Broker/Designated Officer

**AGREED AND ACCEPTED:**

Dated:

Client

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*

**AGREED AND ACCEPTED:**

Dated:

Client

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*



**Exhibit A**  
**Advance Fee Summary**

As set forth in the preceding Agreement, Broker agrees to:

Assess whether Client's Mortgage Lender engages in loan modifications. If so, assist Client in assessing whether Client may qualify for a loan modification, in accordance with such lender's requirements and guidelines. Such assistance and assessment is made by reviewing Client's income documentation and by preparing a financial worksheet as to Client's current financial status.

If Client's Mortgage Lender will not engage in loan modifications; or,  
If it is determined that Client will not qualify for a loan modification; or,  
If for any reason Client does not wish to proceed, Client will owe no fee to Broker, which will then terminate its services

If, upon conclusion of the consultation described above and in Section 1.02, Client wishes for Broker to provide any additional services, then Client shall be required to deposit the sum of Three Thousand Four Hundred and Ninety Five Dollars ( \$3,495.00) into the Ameritec Capital Client Trust Account identified in Section 1.03. Thereafter, Broker agrees to provide the following services, in accordance with and pursuant to the preceding Agreement:

If Client's Mortgage Lender engages in loan modifications, if there is a reasonable expectation that Client may qualify for a loan modification, and if Client desires to engage Broker, Broker will work with Client to understand the loan modification process and to assemble and complete all documentation, forms and information needed for Client's Mortgage Lender to consider offering Client a Modification, all as set forth in Section 1.04 above. Once completed, Broker will submit a Loan Modification Package to Client's Mortgage Lender.

\$ 750.00

After the submission of a Loan Modification Package as described above and in Section 1.04, Broker will work with Client's Mortgage Lender, staying in regular contact with both Client and Client's Mortgage Lender, and negotiating on Client's behalf, until Client's Mortgage Lender makes a final decision with respect to the request for a Modification, all as set forth in Section 1.05 above. An offer from Client's Mortgage Lender of any of the following will constitute a Modification:

As to (a), (b), (c) or (d) as set forth on following page:

\$ 2,745.00

AMERITEC

CAPITAL

a. a ~~reduced or fixed~~ interest rate on Client's Mortgage Loan; or,

b. a conversion of a fixed interest rate to an adjustable rate, either temporarily or permanently, on Client's Mortgage Loan; or,

c. a principal reduction on Client's Mortgage Loan; or,

d. elimination, reduction or alternative payment obligations, or a repayment plan, or some form of forbearance or workout arrangement, for any payment obligations on Client's Mortgage Loan which are past due.

**Total Potential Fee**

**\$ 3,495.00**

We have read, understood and agreed to the preceding Exhibit A - Advance Fee Summary.

**AGREED AND ACCEPTED:**

**AGREED AND ACCEPTED:**

Dated:

Dated:

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Print Client Name*

\_\_\_\_\_  
*Print Client Name*

**Exhibit B**  
**Advance Fee Accounting**

Dated: AMERITEC CAPITAL

1. Client: VC

Client: \_\_\_\_\_

2. Name of Broker agent(s) providing services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of services provided by Broker to date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lender Name \_\_\_\_\_

Lender Address \_\_\_\_\_

\_\_\_\_\_

Loan Account Number \_\_\_\_\_

Date Loan Modification Package submitted: \_\_\_\_\_

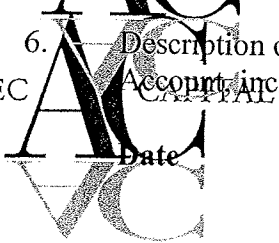
4. Identification of the Broker Client Trust Account into which Client's funds have been deposited:

Ameritec Capital Client Trust Account # 3802-078513, located at:

Wells Fargo Bank  
16200 Los Gatos Blvd.  
Los Gatos, CA 95032

5. The total amount of funds collected from Client is \$ 3,495.00.

6. Description of all disbursements of Client's funds from the Ameritec Capital Client Trust Account, including the date of each such disbursement and the recipient thereof:



Date

Recipient

Amount

Balance/Refund \$ \_\_\_\_\_

I attest that the above accounting is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at Los Gatos, California.

\_\_\_\_\_  
Michael J. Zugar.  
Broker/Officer